

Carbon County Recreation • 637-5092

River Trip Registration and Acknowledgement of Risk

IN ORDER TO PARTICIPATE THIS DOCUMENT MUST BE SIGNED BY THE PARTICIPANT AND LEGAL GUARDIANS (if participant is under 18).

Welcome to the wonderful world of river running. Life doesn't get any better than this. Please understand, all restrictions are meant for the safety of each participant, and not meant to restrict the enjoyment of the activity. All restrictions are in the best interests of the participant.

Alcohol and drugs are strictly forbidden on or at all Carbon County Recreation trips and activities.

Name of User/Participant _____
Legal Guardian _____
Address (Street, city, zip) _____
Telephone _____
Emergency Telephone _____

IMPORTANT: THIS IS A LEGAL DOCUMENT

**Please read and understand this document before signing.
If you have any questions please ask us or consult an attorney.**

Carbon County Recreation has done everything possible to assure that our guests experience a rewarding experience when boating, canoeing, or rafting the **Green River**. We wish to inform our guests that boating is not risk free. The same elements that contribute to the unique character and fun of boating such as the physical exertion or being in the outdoors can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of the some of the possible risks. We ask that you read and sign this lease and waiver, and return it to our office.

ACKNOWLEDGMENT OF RISK

There may be rapids or other obstacles to be experienced on the trip. Boaters can be jolted, bounced, and otherwise shaken about during rides through these rapids. It is possible you could be injured if you hit equipment, or other objects while upright or upside down. Equipment may break or malfunction causing loss of property or injury.

Boats may turn over in the rapids or in flat water or participants may swim causing prolonged exposure to cold water leading to hypothermia, injury, or death. Injuries can be sustained after you are in the water such as from items floating in the river or in the river bed. Drowning is always a possibility whenever you are around water.

Accidents can occur getting in or out of the boat. You might injure yourself by falling against some object in or around the boat, or on the shore. Boating requires physical exertion and effort. You might trip over rocks, stumps or other debris on shore while trying to hold the boat or tie it to a suitable object on shore.

While floating in the river you may be entangled in submerged or floating objects. These objects will hold you under the water causing you to drown.

As a kayaker, canoeist, or inflatable kayaker you will be totally responsible for your own movement and safety while on the river. This requires physical exertion as well as emotional and mental stability. You will be responsible for your own rescues. **Carbon County Recreation** will not be available to assist you in a rescue due to the inherent nature of the sport.

Accidents can occur during off-river travel. Trails are often steep, rocky, and slippery. Hikes involve crossing streams, where footing can be awkward and dangerous. Participants can slip or fall during a hike, resulting in injury. Poisonous or dangerous plants, insects, or animals can be found with harmful effects to some guests. Exposure to the natural elements can be uncomfortable or harmful. Heat-sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, wind, rain, outdoor, using portable toilet facilities, eating meals out-of-doors, being in the open for the extended length of the trip can be uncomfortable or cause injury. Pulling the boats or putting them into the river requires work which may cause you injury or illness.

It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while boating. Most of these injuries are rare and you are not likely to encounter them, however they have occurred and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity.

(Continued on other side)

By signing this agreement, the participant and legal guardian(s) agree to the following terms:

1. To treat all equipment with respect and never misuse the equipment.
2. To wear all protective equipment required by the instructor(s) and guide(s). During all activities, participants must always wear good shoes, tied properly. Each participant must always wear a life vest and other gear as outlined by the instructor(s) and guide(s).
3. Adhere to all safety restrictions as outlined by the instructor(s) and guide(s).
4. To immediately obey all instructions, requests, and commands of the instructor(s) and guide(s).

5. Not to take or consume alcohol or illegal drugs while participating in any Carbon County Recreation activity.

By signing this agreement, I understand the following things:

1. River rafting is a potentially dangerous activity. Injury or even death may occur, even though all precautions are taken.
2. More injuries occur on shore and getting on and off rafts than on the river.
3. The most dangerous thing most people do during the day is ride in an automobile. It will be necessary for us to shuttle you to the launch site in a vehicle. Vehicles are dangerous. I acknowledge that fact and agree to hold Carbon County Recreation harmless for anything which happens to me while in a Carbon County vehicle.
4. Equipment may fail. Equipment failure may cause injury.

Further, I understand river rafting is potentially dangerous. Even though all precautions are taken, potential dangers include, but are not limited to, river currents, water levels, weather conditions, failure to follow safety guidelines, improper use of gear, equipment failure, participant fatigue, and human error in judgment. Participants may be thrown from a raft or may overturn in a kayak or raft. Should this occur, potential dangers include being trapped by growth along the river, being trapped under a raft or kayak, being swept under the water by a current, collision with a rock, inability to get back into the raft due to strong current or inability of the those in the raft to maneuver the raft close to the person in the water. Any of these things could result in a person drowning and are beyond the control of the supervisors and guides. With this understanding, I agree to all terms and conditions listed herein. I realize that signing this document is not a mere formality, but a legal document and recognize its validity in a court of law.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I understand no alcohol or illegal drugs are allowed on this trip and agree not to take or use either, and not to have them in my possession.

I certify that my family, including minor children and myself are fully capable of participating. I state that I have read the above statement on some of the possible risks in this activity. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, or the negligence of Carbon County Recreation. I also understand that Carbon County Recreation reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in boating. My family and I are in good physical condition and able to undertake this activity.

I agree to indemnify and hold harmless Carbon County Recreation their agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue Carbon County Recreation, their agents and employees for all actions causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of Carbon County Recreation or my family, myself, or my heirs, against Carbon County Recreation arising out of participation in this program. In short, I cannot sue Carbon County Recreation and if I do I cannot collect any money.

I agree the site of any lawsuit and the law governing any such lawsuit shall be Utah and Carbon County and governed by Utah State law. The terms of this agreement shall continue and be in effect after the river trip has ended. I agree that this agreement shall be governed by the Federal Admiralty laws if applicable.

As liquidated damages, I hereby agree that if Carbon County Recreation is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay Carbon County Recreation's costs and attorney fees if they successfully defend such action, lawsuit or litigation. Should any paragraph or part of this agreement be declared enforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect.

I agree to wear it at all times while on the river.

I, _____, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability this _____ day of _____ 200 ____.

Participant _____ Date _____

Legal Guardian _____ Date _____

Legal Guardian _____ Date _____

7/26/06